

Timothy D. Nichols (*pro hac vice* forthcoming)  
[tnichols@wnlaw.com](mailto:tnichols@wnlaw.com)

Brian N. Platt (WSBA No. 34089)  
[bplatt@wnlaw.com](mailto:bplatt@wnlaw.com)

**WORKMAN NYDEGGER**  
60 East South Temple Suite 1000  
Salt Lake City, UT 84111  
Telephone: (801) 533-9800  
Facsimile: (801) 328-1707

*Attorneys for Darex, LLC*

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

DAREX, LLC,

Plaintiff,

v.

HARDWARE SALES INC.,

Defendant.

**Case No:** \_\_\_\_\_

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT, TRADEMARK  
INFRINGEMENT, AND UNFAIR  
COMPETITION**

**JURY TRIAL DEMANDED**

1 Plaintiff Darex, LLC (“Darex”) complains and alleges as follows against Defendant  
2 Hardware Sales Inc. (“HSI”).

### 3 INTRODUCTION

4 1. This is an action for copyright infringement in violation of 17 U.S.C. § 106 *et seq*,  
5 trademark infringement in violation of 15 U.S.C. § 1114 *et seq*, unfair competition in violation of  
6 15 U.S.C. § 1125(a), false advertising in violation of 15 U.S.C. § 1125(a), and violation of  
7 Washington’s Consumer Protection Act, RCW 19.86.023.

8 2. Darex owns exclusive rights in United States Copyright Registration No. VA 2-  
9 224-250 (the “Darex Copyright”); and United States Trademark Registration Nos. 2,083,587;  
10 2,756,861; 3,407,214; 4,026,814; 6,077,986; and 6,077,987 (the “Darex Trademarks”).

11 3. HSI has made and used unauthorized reproductions of Darex’s original works  
12 which are the subject of the Darex Copyright.

13 4. HSI has made unauthorized use of the Darex Trademarks, and its unauthorized use  
14 is likely to cause confusion, to cause mistake, or to deceive the consumer as to the affiliation,  
15 connection, or association of HSI products with Darex, or as to the origin, or approval by Darex  
16 of HSI’s goods, services, or commercial activities, in violation of 15 U.S.C. § 1114(a) (trademark  
17 infringement) and 15 U.S.C. § 1125(a) (unfair competition).

18 5. Darex seeks, among other relief, an injunction preventing HSI from further  
19 infringing the Darex Copyright and the Darex Trademarks, and damages or disgorgement of HSI  
20 profits from its infringement.

### 21 THE PARTIES

22 6. Darex, LLC is a limited liability company organized and existing under the laws of  
23 the State of Oregon with a principal place of business at 210 E Hersey St, Ashland, OR 97520.

24 7. Hardware Sales, Inc. (“HSI”) is a corporation organized and existing under the laws

1 of the State of Washington with a principal place of business at 2034 James Street, Bellingham,  
2 Washington 98825, doing business on the internet as Hardware Sales ([www.HardwareSales.net](http://www.HardwareSales.net)  
3 and [www.HardwareSales.com](http://www.HardwareSales.com)).

#### 4 JURISDICTION AND VENUE

5 8. This Court has subject matter jurisdiction under 15 U.S.C. § 1121 (action arising  
6 under the Lanham Act); 28 U.S.C. § 1331 (federal question); 28 U.S.C. § 1338(a) (any Act of  
7 Congress relating to patents or trademarks); 28 U.S.C. § 1338(b) (action asserting claim of unfair  
8 competition joined with a substantial and related claim under the trademark laws); and 28 U.S.C.  
9 § 1367 (supplemental jurisdiction).

10 9. This Court has personal jurisdiction over Defendant because Defendant reside in  
11 this judicial district, and have committed and continue to commit acts of copyright infringement  
12 in violation of 17 U.S.C. § 106 *et seq*, trademark infringement in violation of 15 U.S.C. § 1114 *et*  
13 *seq*, and unfair competition in violation of 15 U.S.C. § 1125(a) within this district and expressly  
14 targeted their activities toward this District. Defendant has expressly targeted this District with its  
15 infringing activities, places infringing products into the stream of commerce with the knowledge  
16 or understanding that such products are sold in the State of Washington and in this District, and  
17 has shipped products into this District. In addition, the acts of Defendant cause substantial injury  
18 to Darex in this District. On information and belief, Defendant derive substantial revenue from its  
19 sale of products into this District, expects its actions to have consequences within this District, and  
20 derives substantial revenue from interstate commerce expressly targeted at this District.

#### 21 GENERAL ALLEGATIONS

22 10. Darex is a 4th-generation family-owned company in Ashland, Oregon. For over 40  
23 years, Darex has been creating industry-leading sharpening tools here in the USA under the brands  
24 DAREX, DRILL DOCTOR, and WORK SHARP.

1           11. Darex began in 1973 in Beecher, Illinois. The D, A, and R that make up the  
2 DAREX brand are the initials of *three generations* of the Bernard family. In 1978, Darex relocated  
3 to Ashland, Oregon where it continues to reside. In 2012, Matthew Bernard became the fourth-  
4 generation family owner of the company.

5           12. Darex exists because of a unique passion for creating exceptional-quality, easy-to-  
6 use sharpening tools, to the surprise and delight the customers who buy and use its products. Its  
7 ingenious products are designed to keep tools and knives safe and sharp.

8           13. Darex products include professional-quality drill bit sharpeners sold under the Drill  
9 Doctor<sup>®</sup> brand, industrial-quality drill bit sharpeners sold under the Darex brand<sup>®</sup>, and culinary  
10 knife sharpeners, tool and knife sharpeners and other products sold under the Work Sharp<sup>®</sup> brand.

11           14. Darex strives to create a positive experience for its customers by selling its products  
12 only through authorized retailers that agree to sell its products under appropriate conditions.

13           15. Unfortunately, unscrupulous companies such as HSI—who is not an authorized  
14 retailer for Work Sharp<sup>®</sup> or Drill Doctor<sup>®</sup> products—seek to mislead consumers and obtain and  
15 sell its products at a steep discount and without warranties.

16           16. HSI is not authorized to sell Work Sharp<sup>®</sup> or Drill Doctor<sup>®</sup> products or to use its  
17 copyrighted images or trademarks in connection with its unauthorized listings, and has been asked  
18 by Darex to stop selling unauthorized Darex products. HSI lists numerous Work Sharp<sup>®</sup> and Drill  
19 Doctor<sup>®</sup> products and intentionally misuses the Darex Trademarks.

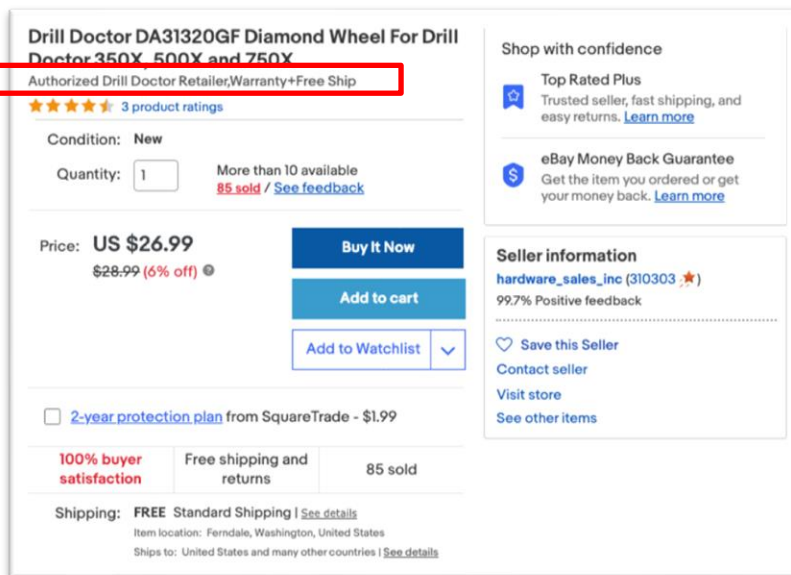
20           17. Darex registered its DRILL DOCTOR trademark with United States Trademark  
21 Registration Nos. 2,083,587 (the “587 Trademark”) and 6,077,987 (the “987 Trademark”).

22           18. Darex registered its WORK SHARP trademark with United States Trademark  
23 Registration Nos. 3,407,214 (the “214 Trademark”); 4,026,814 (the “814 Trademark”); and  
24 6,077,986 (the “986 Trademark”).

19. HSI is not authorized to use the DRILL DOCTOR or WORK SHARP trademarks in connection with any product or product sale.

20. HSI sells numerous unauthorized Darex products on its website and on eBay and intentionally misuses the DRILL DOCTOR and WORK SHARP trademarks in connection with those listings.

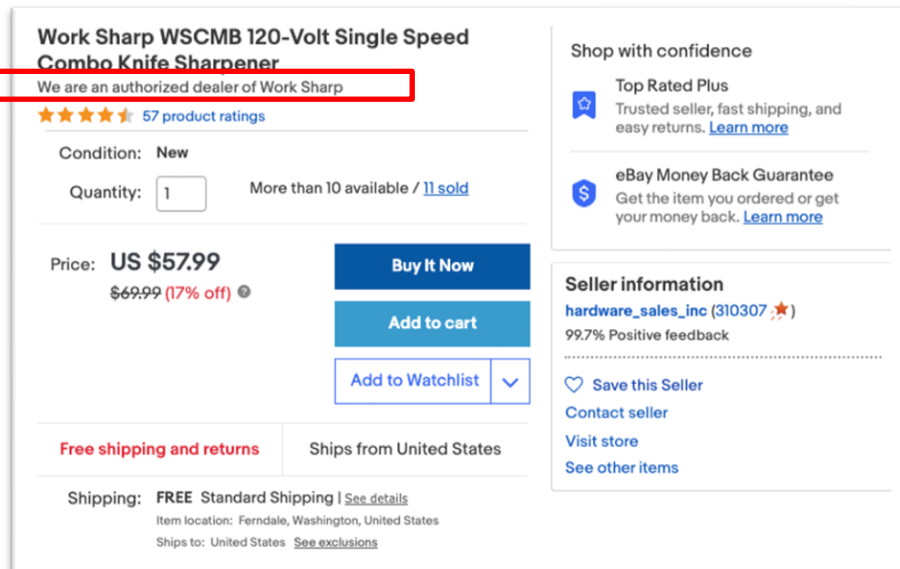
21. Without authorization, HSI displays the DRILL DOCTOR trademark, as shown in the exemplary product listing below, in connection with its false claims that it is an authorized Drill Doctor retailer:



<https://www.ebay.com/itm/Drill-Doctor-DA31320GF-Diamond-Wheel-For-Drill-Doctor-350X-500X-and-750X/140990950050>

(Captured December 9, 2020)

22. Without authorization, HSI displays the WORK SHARP trademark, as shown in the exemplary product listing below, in connection with its false claims that it is an authorized Work Sharp retailer:



<https://www.ebay.com/itm/Work-Sharp-WSCMB-120-Volt-Single-Speed-Combo-Knife-Sharpener/142452882458>

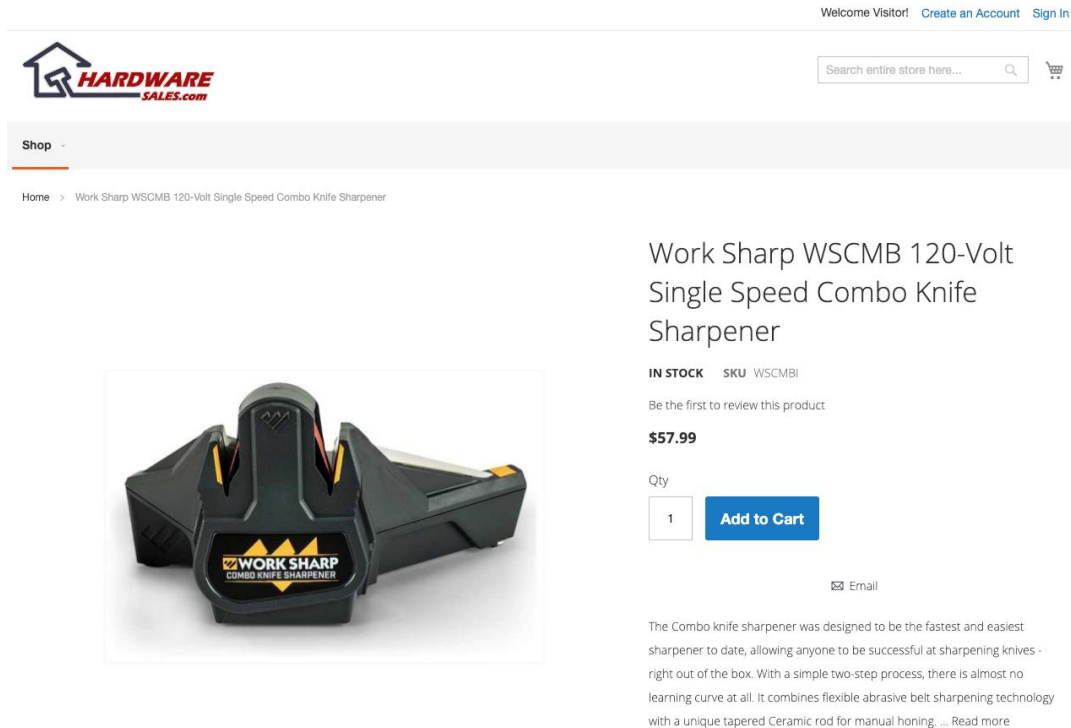
(Captured December 9, 2020)

23. HSI's display of the DRILL DOCTOR and WORK SHARP trademarks, as shown above is confusing and misleading to customers.

24. Darex obtained U.S. copyright registration (Registration Number: VA 2-224-250 ("250 Copyright")) for the product image shown below. Darex is the owner of the '250 Copyright.



25. Although HSI is not authorized to use the Darex's copyrighted images, it has made unauthorized reproductions of Darex's copyrighted images at the locations shown below:



<http://www.hardwaresales.com/catalog/product/view/id/78664/s/work-sharp-wscmb-120-volt-combo-knife-sharpener/category/163/>

26. HSI willfully infringes and misuses the Darex Copyright and Trademarks without authorization.

**FIRST CAUSE OF ACTION**  
**Trademark Infringement**  
**15 U.S.C. § 1114**

27. Darex incorporates and realleges each and every allegation in the preceding paragraphs, as if fully set forth herein.

28. Darex registered the DRILL DOCTOR Trademarks with the United States Patent and Trademark Office. A true and correct copy of the '587 Trademark is attached as Exhibit A. A true and correct copy of the '987 Trademark is attached as Exhibit B (collectively, the "DRILL

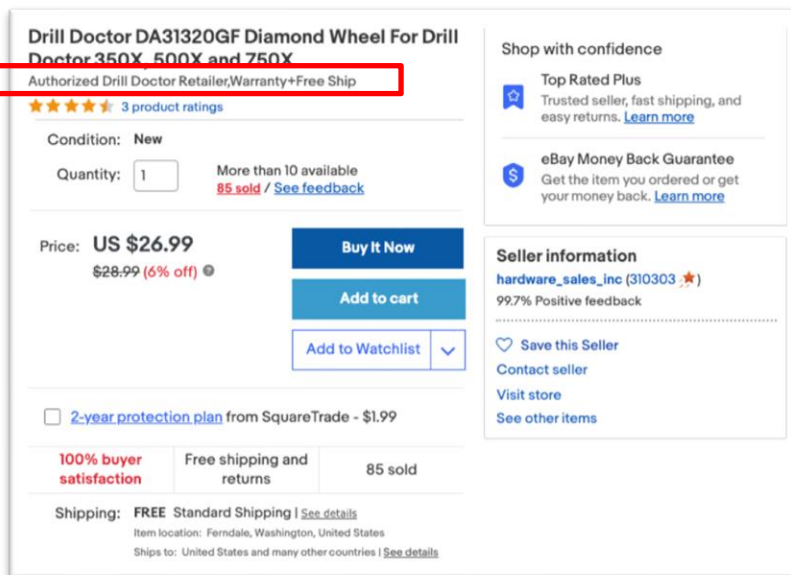
DOCTOR Trademarks”).

29. Darex registered the WORK SHARP Trademarks with the United States Patent and Trademark Office. A true and correct copy of the '215 Trademark is attached as Exhibit C. A true and correct copy of the '814 Trademark is attached as Exhibit D. A true and correct copy of the '986 Trademark is attached as Exhibit E (collectively, the “WORK SHARP Trademarks”).

30. Darex owns the DRILL DOCTOR Trademarks, and the DRILL DOCTOR Trademarks are valid and subsisting trademarks in full force and effect.

31. Darex owns the WORK SHARP Trademarks, and the WORK SHARP Trademarks is valid and subsisting trademarks in full force and effect.

32. Defendant HSI infringes the DRILL DOCTOR Trademarks by advertising products together with the false representation that HSI is an authorized DRILL DOCTOR retailer, as shown in the exemplary eBay product listing below:



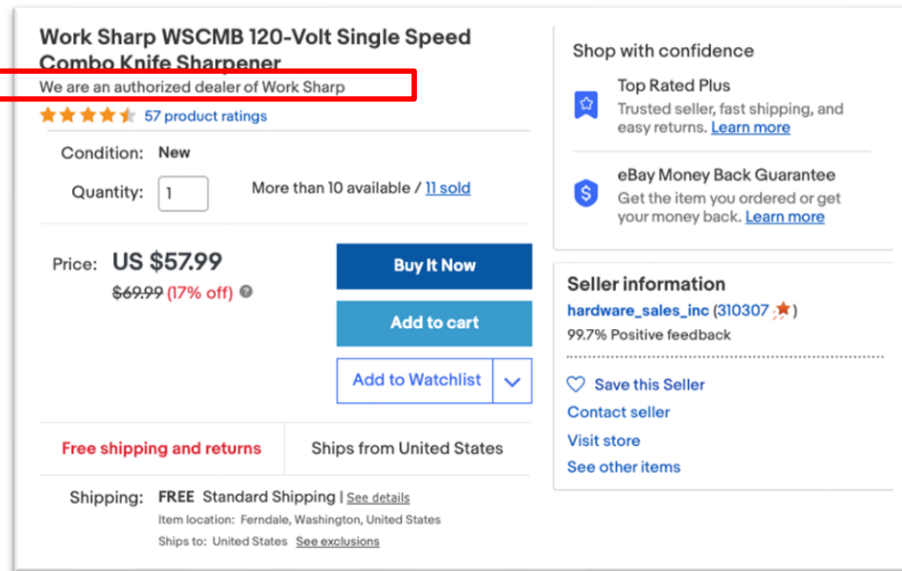
<https://www.ebay.com/itm/Drill-Doctor-DA31320GF-Diamond-Wheel-For-Drill-Doctor-350X-500X-and-750X/140990950050>

(Captured December 9, 2020)

33. Defendant HSI infringes the WORK SHARP Trademarks by advertising products



together with the false representation that HSI is an authorized DRILL DOCTOR retailer, as shown in the exemplary eBay product listing below:



<https://www.ebay.com/itm/Work-Sharp-WSCMB-120-Volt-Single-Speed-Combo-Knife-Sharpener/142452882458>

(Captured December 9, 2020)

34. Defendant HSI's unauthorized use of the DRILL DOCTOR and WORK SHARP Trademarks is likely to cause confusion, to cause mistake, or to deceive the consumer as to the affiliation, connection, or association of Defendant's product listings with DRILL DOCTOR and/or WORK SHARP, or as to the origin, or approval by Darex of Defendant's listing for sale of such goods, services, or commercial activities, in violation of 15 U.S.C. § 1114(a).

35. Defendants' unauthorized use of the DRILL DOCTOR and WORK SHARP Trademarks enables Defendant to benefit unfairly from DRILL DOCTOR and WORK SHARP's reputation and success, giving Defendant infringing product sales and commercial value they would not have otherwise received.

36. Defendants' unauthorized use of the DRILL DOCTOR and WORK SHARP

1 Trademarks has been and continues to be intentional, willful, and without regard to Darex's rights.

2 37. Defendant has gained profits by virtue of their infringement of the DRILL  
3 DOCTOR and WORK SHARP Trademarks.

4 38. Darex is suffering irreparable harm from Defendants' infringement of the DRILL  
5 DOCTOR and WORK SHARP Trademarks insofar as Darex's good will is being eroded by  
6 Defendant's continued infringement and unauthorized sale of goods in connection with the DRILL  
7 DOCTOR and WORK SHARP marks. Darex has no adequate remedy at law to compensate it for  
8 the loss of business reputation, customers, market position, confusion of potential customers, and  
9 goodwill flowing from Defendants' infringing activities. Pursuant to 15 U.S.C. § 1116, Darex is  
10 entitled to an injunction against Defendants' continuing infringement of the DRILL DOCTOR and  
11 WORK SHARP Trademarks.

12 39. Because Defendant's actions have been committed with intent to damage Darex  
13 and to confuse and deceive the public—occurring even after Defendant HSI was asked to stop  
14 selling such products—Darex is entitled to treble its actual damages or Defendant's profits,  
15 whichever is greater, and an award of costs and, this being an exceptional case, reasonable  
16 attorneys' fees pursuant to 15 U.S.C. § 1117(a) and 1117(b).

17 **SECOND CAUSE OF ACTION**

18 **Unfair Competition**

19 **15 U.S.C. § 1125(a)**

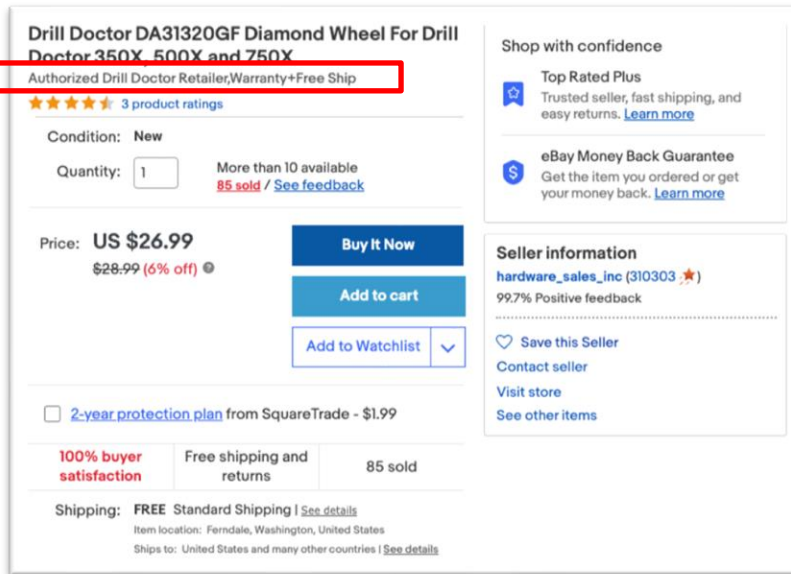
20 40. Darex incorporates and realleges each and every allegation in the preceding  
21 paragraphs, as if fully set forth herein.

22 41. Darex registered the DRILL DOCTOR and WORK SHARP Trademarks with the  
23 United States Patent and Trademark Office.

24 42. Darex owns the DRILL DOCTOR and WORK SHARP Trademarks, and the  
DRILL DOCTOR and WORK SHARP Trademarks are valid and subsisting trademarks in full

force and effect.

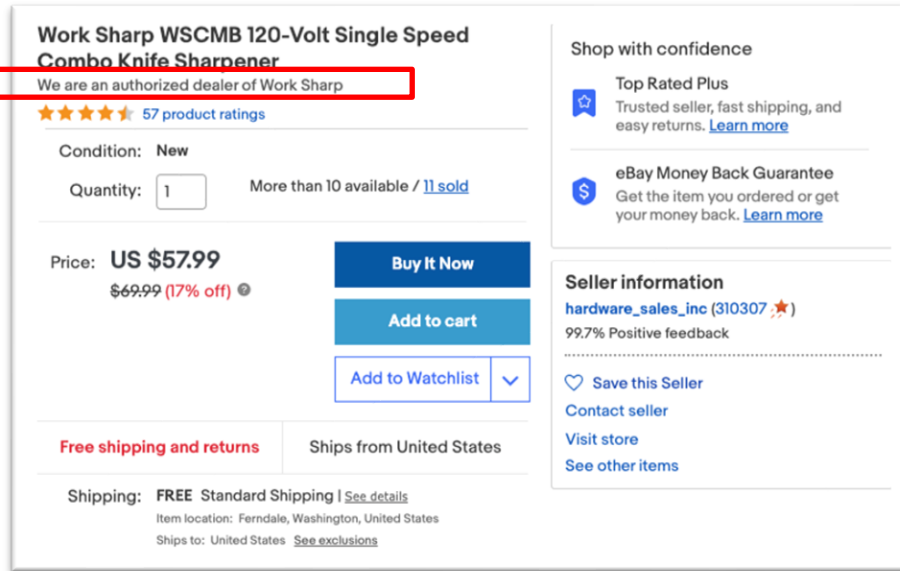
43. Defendant HSI infringes the DRILL DOCTOR Trademarks by advertising products together with the false representation that HSI is an authorized DRILL DOCTOR retailer, as shown in the exemplary eBay product listing below:



<https://www.ebay.com/itm/Drill-Doctor-DA31320GF-Diamond-Wheel-For-Drill-Doctor-350X-500X-and-750X/140990950050>

(Captured December 9, 2020)

44. Defendant HSI infringes the WORK SHARP Trademarks by advertising products together with the false representation that HSI is an authorized WORK SHARP retailer, as shown in the exemplary eBay product listing below:



<https://www.ebay.com/itm/Work-Sharp-WSCMB-120-Volt-Single-Speed-Combo-Knife-Sharpener/142452882458>

(Captured December 9, 2020)

45. Defendant's unauthorized use of the DRILL DOCTOR and WORK SHARP Trademarks is likely to cause confusion, to cause mistake, or to deceive the consumer as to the affiliation, connection, or association of Defendant's knock-off products with Darex, or as to the origin, or approval by Darex of Defendants' goods, services, or commercial activities, in violation of 15 U.S.C. § 1125(a).

46. Defendant's unauthorized use of the DRILL DOCTOR and WORK SHARP Trademarks enables Defendant to benefit unfairly from Darex's reputation and success in the DRILL DOCTOR and WORK SHARP marks, thereby giving Defendant unauthorized product sales and commercial value they would not have otherwise received in violation of 15 U.S.C. § 1125(a).

47. Defendants' unauthorized use of the DRILL DOCTOR and WORK SHARP Trademarks as described herein has been and continues to be intentional, willful, and without regard to Darex's rights.

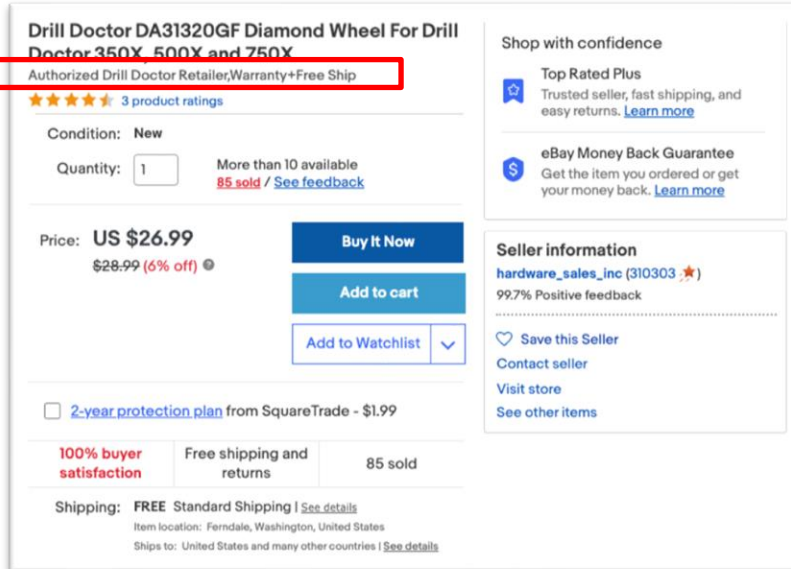
1           48. Darex is suffering irreparable harm from Defendants' infringement of the DRILL  
2 DOCTOR and WORK SHARP Trademarks insofar as Darex's good will is being eroded by  
3 Defendants' continued infringement. Darex has no adequate remedy at law to compensate it for  
4 the loss of business reputation, customers, market position, confusion of potential customers, and  
5 goodwill flowing from Defendants' infringing activities. Pursuant to 15 U.S.C. § 1116, Darex is  
6 entitled to an injunction against Defendants' continuing infringement of the DRILL DOCTOR and  
7 WORK SHARP Trademarks.

8           49. Because Defendants' actions have been committed with intent to damage Darex  
9 and to confuse and deceive the public—occurring even after Defendant HSI was asked to stop  
10 selling such products—Darex is entitled to treble its actual damages or Defendants' profits,  
11 whichever is greater, and to an award of costs and, this being an exceptional case, reasonable  
12 attorneys' fees pursuant to 15 U.S.C. § 1117(a) and 1117(b).

13                                   **THIRD CAUSE OF ACTION**  
14                                   **False Advertising**  
15                                   **15 U.S.C. § 1125(a)**

16           50. Darex incorporates and realleges each and every allegation in the preceding  
17 paragraphs, as if fully set forth herein.

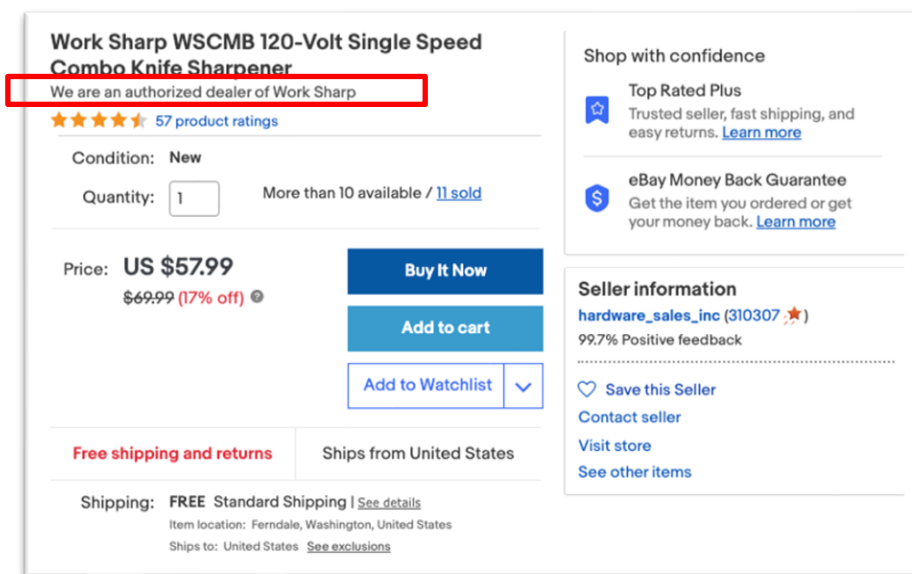
18           51. Defendant HSI engages in false advertising with regard to the DRILL DOCTOR  
19 Trademarks by advertising products together with the false representation that HSI is an authorized  
20 DRILL DOCTOR retailer, as shown in the exemplary eBay product listing below:  
21  
22  
23  
24



<https://www.ebay.com/itm/Drill-Doctor-DA31320GF-Diamond-Wheel-For-Drill-Doctor-350X-500X-and-750X/140990950050>

(Captured December 9, 2020)

52. Defendant HSI engages in false advertising with regard to the WORK SHARP Trademarks by advertising products together with the false representation that HSI is an authorized WORK SHARP retailer, as shown in the exemplary eBay product listing below:



<https://www.ebay.com/itm/Work-Sharp-WSCMB-120-Volt-Single-Speed-Combo-Knife-Sharpener/142452882458>

(Captured December 9, 2020)

53. Defendant's advertising uses of the DRILL DOCTOR and WORK SHARP Trademarks as outlined above are false and misleading statements of fact that are likely to cause confusion, to cause mistake, or to deceive the consumer as to a material and important aspect of the advertised products including the Defendant's alleged affiliation, connection, or association with Darex, or as to the origin, or approval by Darex of Defendants' goods, services, or commercial activities, in violation of 15 U.S.C. § 1125(a).

54. Defendant's unauthorized use of the DRILL DOCTOR and WORK SHARP Trademarks enables Defendant to benefit unfairly from Darex's reputation and success in the DRILL DOCTOR and WORK SHARP marks, thereby giving Defendant unauthorized product sales and commercial value they would not have otherwise received in violation of 15 U.S.C. § 1125(a).

55. Defendants' unauthorized use of the DRILL DOCTOR and WORK SHARP Trademarks as described herein has been and continues to be intentional, willful, and without regard to Darex's rights.

56. Darex is suffering irreparable harm from Defendants' false advertising uses of the DRILL DOCTOR and WORK SHARP Trademarks insofar as Darex's good will is being eroded by Defendants' continued infringement. Darex has no adequate remedy at law to compensate it for the loss of business reputation, customers, market position, confusion of potential customers, and goodwill flowing from Defendants' infringing activities. Pursuant to 15 U.S.C. § 1116, Darex is entitled to an injunction against Defendants' continuing infringement of the DRILL DOCTOR and WORK SHARP Trademarks.

57. Because Defendants' actions have been committed with intent to damage Darex

1 and to confuse and deceive the public Darex is entitled to treble its actual damages or Defendants'  
 2 profits, whichever is greater, and to an award of costs and, this being an exceptional case,  
 3 reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a) and 1117(b).

4 **FOURTH CLAIM FOR RELIEF**

5 **Copyright Infringement**

6 **17 U.S.C. § 106 *et seq***

7 58. Darex incorporates and realleges each of the preceding paragraphs in the  
 8 Complaint, as if fully set forth herein.

9 59. On November 19, 2020, the United States Copyright Office issued copyright  
 10 registration number VA 2-224-250 ("250 Copyright") for the product image shown below. Darex  
 11 is the owner of the '250 Copyright, which is attached hereto as Exhibit F.



20 60. Although HSI is not authorized to use the Darex's copyrighted images, it has made  
 21 unauthorized reproductions of Darex's copyrighted images at the locations shown below:  
 22  
 23  
 24



Welcome Visitor! [Create an Account](#) [Sign In](#)

**HARDWARE SALES.com**

Search entire store here...

Shop

Home > Work Sharp WSCMB 120-Volt Single Speed Combo Knife Sharpener

### Work Sharp WSCMB 120-Volt Single Speed Combo Knife Sharpener

**IN STOCK** SKU WSCMBI

Be the first to review this product

**\$57.99**

Qty  [Add to Cart](#)

[Email](#)

The Combo knife sharpener was designed to be the fastest and easiest sharpener to date, allowing anyone to be successful at sharpening knives - right out of the box. With a simple two-step process, there is almost no learning curve at all. It combines flexible abrasive belt sharpening technology with a unique tapered Ceramic rod for manual honing ... [Read more](#)

<http://www.hardwaresales.com/catalog/product/view/id/78664/s/work-sharp-wscmb-120-volt-combo-knife-sharpener/category/163/>

61. Defendant has produced, reproduced, and/or prepared reproductions of Darex's protected works without Darex's consent. Defendants' acts violate Darex's exclusive rights under the Copyright Act, 17 U.S.C. §§ 106 and 501, including its exclusive rights to produce, reproduce, and distribute copies of its work, to create derivative works, and to publicly display its work.

62. Defendant's infringement has been undertaken willfully with the intent to financially gain from Darex's copyrighted work and Defendant has willfully infringed Darex's copyrighted work.

63. Because of Defendant's infringing acts, Darex is entitled to its actual damages and Defendant's profits attributable to the infringement, in an amount to be proved at trial, together with all other relief allowed under the Copyright Act.

64. Because of Defendant's willful infringement, Darex is entitled to increased

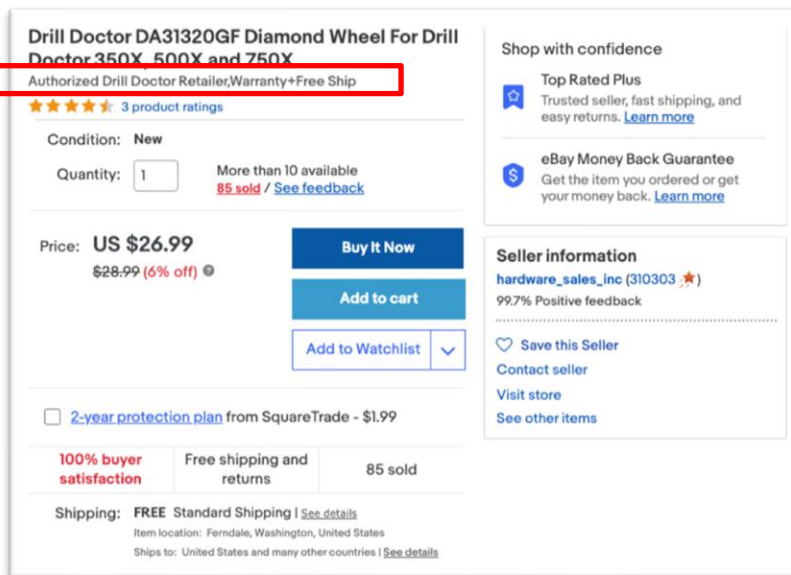
damages pursuant to 17 U.S.C. § 504(c)(2).

65. Defendant's infringement has caused and continues to cause irreparable harm to Darex, for which it has no adequate remedy at law. Unless this Court restrains Defendant from infringing Darex's protected work, the harm will continue to occur in the future. Accordingly, Darex is entitled to a preliminary and permanent injunction.

**FIFTH CAUSE OF ACTION**  
**Washington Consumer Protection Act**  
**RCW 19.86.020**

66. Darex incorporates and realleges each and every allegation in the preceding paragraphs, as if fully set forth herein.

67. Defendant HSI engages in false advertising with regard to the DRILL DOCTOR Trademarks by advertising products together with the false representation that HSI is an authorized DRILL DOCTOR retailer, as shown in the exemplary eBay product listing below:

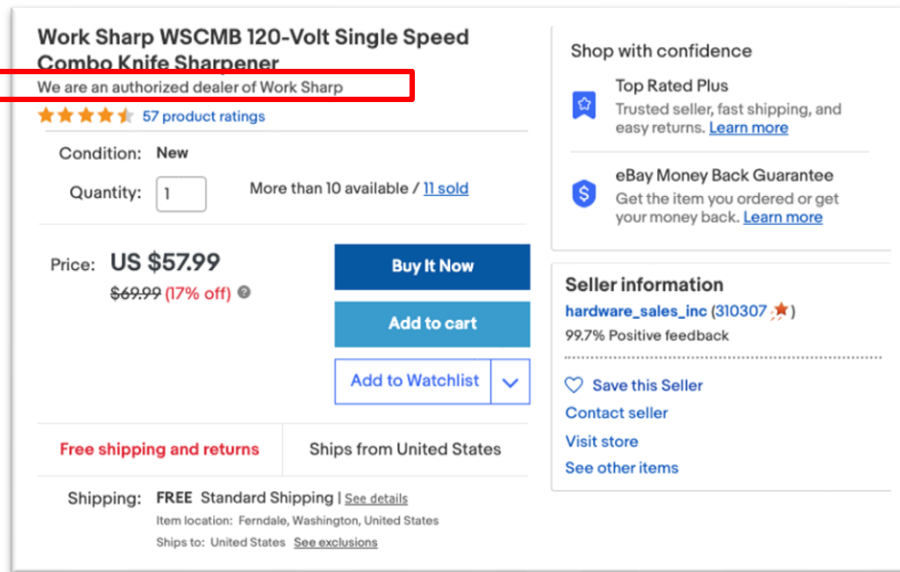


<https://www.ebay.com/itm/Drill-Doctor-DA31320GF-Diamond-Wheel-For-Drill-Doctor-350X-500X-and-750X/140990950050>

(Captured December 9, 2020)

68. Defendant HSI engages in false advertising with regard to the WORK SHARP

Trademarks by advertising products together with the false representation that HSI is an authorized WORK SHARP retailer, as shown in the exemplary eBay product listing below:



<https://www.ebay.com/itm/Work-Sharp-WSCMB-120-Volt-Single-Speed-Combo-Knife-Sharpener/142452882458>

(Captured December 9, 2020)

69. Defendant's advertising uses of the DRILL DOCTOR and WORK SHARP Trademarks constitutes an unfair or deceptive act or practice in violation of RCW 19.86.023.

### **PRAYER FOR RELIEF**

Wherefore, Darex respectfully prays that the Court enter judgment in its favor and award the following relief against Defendant:

- A. A judgment in favor of Darex that Defendant infringed the Darex Trademarks;
- B. A judgment in favor of Darex that Defendant willfully infringed the Darex Trademarks;
- C. A judgment in favor of Darex that Defendant engaged in unfair competition and unfair trade practices in violation of 15 U.S.C. § 1125.

1 D. A judgment in favor of Darex that Defendant engaged in false advertising in  
2 violation of 15 U.S.C. § 1125.

3 E. A judgment in favor of Darex that Defendant violated RCW 19.86.020 by engaging  
4 in an unfair or deceptive act or practice.

5 F. An order and judgment preliminarily and permanently enjoining Defendant and its  
6 officers, directors, employees, agents, licensees, representatives, affiliates, related companies,  
7 servants, successors and assigns, and any and all persons acting in privity or in concert with any  
8 of them, from infringing the registered Darex Trademarks and for reasonable funds for corrective  
9 advertising to correct Defendants' misleading association with Darex;

10 G. A judgment awarding Darex damages in an amount to be determined at trial, an  
11 accounting of Defendant's profits, and costs of the action pursuant to 15 U.S.C. § 1117.

12 H. A judgment trebling damages pursuant to 15 U.S.C. § 1117;

13 I. A judgment that this is an exceptional case, pursuant to 15 U.S.C. § 1117, together  
14 with an award of Plaintiff's reasonable attorneys' fees.

15 J. Any other remedy to which Darex may be entitled, including all remedies provided  
16 for in 15 U.S.C. § 1117 *et seq.*

17 K. A judgment in favor of Darex that Defendant has infringed the Darex Copyright;

18 L. A judgment in favor of Darex that Defendant's infringement of the Darex  
19 Copyright has been willful;

20 M. A judgment in favor of Darex that Darex is entitled to its actual damages and  
21 Defendant's profits attributable to the infringement of the Darex Copyright, in an amount to be  
22 proved at trial;

23 N. A judgment in favor of Darex that Darex is entitled to increased damages pursuant  
24 to 17 U.S.C. § 504(c)(2) due to Defendant's willful infringement;

1 O. An order and judgment enjoining Defendant and their officers, directors,  
2 employees, agents, licensees, representatives, affiliates, related companies, servants, successors  
3 and assigns, and any and all persons acting in privity or in concert with any of them, from further  
4 infringing the registered Darex Copyright;

5 P. Any other relief the Court deems just and proper under all the circumstances.

6  
7 **Demand for Trial by Jury**

8 Darex demands a jury trial on all matters triable to a jury.

9 DATED this 21st day of December 2020.

10  
11 /s/ Brian N. Platt

TIMOTHY D. NICHOLS (*pro hac vice* forthcoming)

[tnichols@wnlaw.com](mailto:tnichols@wnlaw.com)

BRIAN N. PLATT (WSBA No. 34089)

[bplatt@wnlaw.com](mailto:bplatt@wnlaw.com)

**WORKMAN | NYDEGGER**

60 East South Temple, Suite 1000

Salt Lake City, Utah 84111

Telephone: (801) 533-9800

*Counsel for Plaintiff Darex, LLC*